

EXHIBIT A

CSM Legal, P.C.
Employment and Litigation Attorneys

60 E. 42nd Street, Suite 4510
New York, New York 10165

Telephone: (212) 317-1200
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March 3, 2023

VIA ECF

Hon. Sarah L. Cave
Daniel Patrick Moynihan
United States Courthouse
500 Pearl St.
New York, NY 10007

Re: Duran et al v. ELG Parking Inc., et al.
Case No.: 18-cv-06685(GBD)-(SLC)

Dear Judge Cave:

This office represents Plaintiffs in the above referenced matter. The parties have reached a settlement. A copy of the Settlement Agreement (“Agreement”) is attached hereto as Exhibit A.

We respectfully request that the Court to approve the settlement, pursuant to Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015).

It is also respectfully requested that this Court retain jurisdiction for the purposes of enforcement, and that any dismissal with prejudice incorporate specific language that the Court retains jurisdiction over the settlement for purposes of enforcement.

“To retain ancillary jurisdiction to enforce a settlement agreement, "a district court's order of dismissal must either (1) expressly retain jurisdiction over the settlement agreement, or (2) incorporate the terms of the settlement agreement in the order.” Thurston v FlyFit Holdings, LLC, 2020 US Dist LEXIS 98523, at *5 [SDNY June 3, 2020].

I. BACKGROUND

Plaintiffs allege that Defendants E L G PARKING INC. (D/B/A E L G PARKING INC.), STEVEN ROSENBERG, BISHOP JOSEPH ALEXANDER owned, operated, or controlled a parking lot, located at 1240 Edward L Grant Hwy., Bronx, New York 10452 under the name “E L G Parking Inc.”.

Plaintiffs are former employees of Defendants. Plaintiffs allegedly worked for Defendants in excess of 40 hours per week, without appropriate minimum wage, spread of hours, and overtime compensation.

As a consequence of Plaintiffs' allegations, Plaintiffs filed their Complaint against Defendants alleging claims for unpaid overtime wages, spread of hours pay, liquidated damages, interest, attorney's fees, and costs pursuant to The Fair Labor Standards Act of 1938, 29 U.S.C. 201 *et seq.*, the New York Minimum Wage Act, N.Y. Lab. Law 650 *et seq.*, and the Hospitality Industry Wage Order of the New York Commission of Labor codified at N.Y. COMP. CODES R. & REGS. tit. 12, 146-1.6 (herein the Hospitality Industry Wage Order). Additionally, Plaintiffs allege that they were not provided with an accurate or lawful annual wage notice required by NYLL §195(1). Defendants also did not provide Plaintiffs with accurate and lawful wage statements together with each payment of wages (i.e. pay stubs), as is required by NYLL §195(3). Plaintiffs are entitled to a three-year limitations period under the FLSA and a six-year limitations period under the NYLL. 29 U.S.C. § 255(a); N.Y. Lab. Law §§ 198(3), 663(3). (See generally ECF No. 1.).

During the course of the negotiations, Defendants demonstrated to Plaintiffs their inability to pay a large settlement. This was mainly a result of existing financial difficulties that were further compounded by the COVID-19 pandemic. Specifically, this has resulted in unprecedented lost revenue, decreased sales and an overall strain on the business. Notwithstanding, after two mediation sessions, numerous discussions between the parties, and ultimately a settlement conference before Your Honor, Defendants have agreed to resolve this matter for business related reasons, not because they felt they were in violation of the FLSA or NYLL, but because continued litigation was not feasible considering their financial state.

II. SETTLEMENT TERMS

Plaintiffs initially alleged that they would be entitled to a total award of approximately \$627,763.46 as best case scenario during the period of time covered by the FLSA and New York Labor Law. See 29 U.S. Code § 255 (two year statute of limitations for FLSA; three if willful violation); N.Y. Lab. Law § 198 (six year statute of limitations). In response, Defendants raised a number of arguments and defenses against liability and damages. Defendants disputed the pay rate and number of hours and weeks that Plaintiffs worked. Most importantly for Plaintiffs, Defendants showed that they are under significant financial burdens. The delay that Plaintiffs are likely to experience in obtaining a judgment will also work against the likelihood that he will collect on a judgment in his favor.

Thus, in order to avoid the legal and factual risks of protracted litigation and trial and the risk that they could not collect a judgment, the parties have agreed to an early settlement of the action for the sum total of \$80,000. This settlement is the result of arm's length negotiations between the parties. Both sides were represented by sophisticated counsel with extensive experience in wage-and-hour litigation.

There is a "strong presumption in favor of finding a settlement fair," as "the Court is generally not in as good a position as the parties to determine the reasonableness of an FLSA settlement." Liguichuzhca v. Cinema 60, LLC, 948 F.Supp.2d 362, 365 (S.D.N.Y. 2013) (quoting Crabtree v. Volkert, Inc., 2013 WL 593500, at *3 (S.D. Ala. Feb. 14, 2013)). "In considering whether a settlement is fair and reasonable, the principal question is 'whether the agreement reflects a reasonable compromise of disputed issues [rather] than a mere waiver of statutory rights

brought about by an employer's overreaching.” Id. (quoting Le v. SITA Info. Networking Computing USA, Inc., 2008 WL 724155, at *1 (E.D.N.Y. Mar. 13, 2008)). Courts consider factors including “(1) the Plaintiff’s range of possible recovery; (2) the extent to which ‘the settlement will enable the parties to avoid anticipated burdens and expenses in establishing their respective claims and defenses’; (3) the seriousness of the litigation risks faced by the parties; (4) whether ‘the settlement agreement is the product of arm’s-length bargaining between experienced counsel’; and (5) the possibility of fraud or collusion.” Wolinsky v Scholastic Inc., 900 F Supp 2d 332, 335 [SDNY 2012] (quoting Medley v. Am. Cancer Soc., No. 10-cv-3214 (BSJ), 2010 WL 3000028, at *1 (S.D.N.Y. July 23, 2010)).

A court may approve a settlement where it “reflects a ‘reasonable compromise of disputed issues [rather] than a mere waiver of statutory rights brought about by an employer’s overreaching.’” Le v. Sita Information Networking Computing USA, Inc., No. 07 Civ. 0086, 2008 U.S. Dist. LEXIS 46174 at *2 (E.D.N.Y. June 12, 2008) (quoting Lynn’s Food Stores, Inc. v. United States, 679 F.2d 1350, 1354 (11th Cir. 1982)); see also Kopera v. Home Depot U.S.A., Inc., No. 09 Civ. 8337, 2011 U.S. Dist. LEXIS 71816, at *2 (S.D.N.Y. June 24, 2011) (“If the proposed settlement reflects a reasonable compromise over contested issues, the settlement should be approved.”).

In light of the contested factual and legal disputes, Plaintiffs believe the settlement is reasonable because of the risk that they may not prevail on all of their claims.

III. ATTORNEYS’ FEES

Plaintiffs’ counsel will receive \$20,000.00 total to compensate for attorney’s fees and costs.

In Alvarez v Sterling Portfolio Inv. L.P., the Court ruled that a one-third attorney fee is typical with no requirement for a lodestar cross check. Alvarez v Sterling Portfolio Inv. L.P., 2017 US Dist LEXIS 206043, at *16 [EDNY Dec. 13, 2017]; See also Antonio Alonso, Plaintiff, v. Le Bilboquet NY, LLC, et al., Defendants., No. 16-CV-8448 (JMF), 2017 WL 445145, at *1 (S.D.N.Y. Feb. 1, 2017) (Granting Plaintiff’s attorney one-third of the settlement amount wherein “it is consistent with a commonly approved percentage, there are no opt-in plaintiffs, the case is not a collective action, and the attorney’s fee award is based on an agreement between Plaintiff and counsel”)(internal citations omitted). Accordingly, here, Plaintiffs’ counsel respectfully requests that Your Honor approve our contingency fee plus costs.

It may be noted, Plaintiffs’ counsel lodestar in this case is \$40,236.63. A copy of Plaintiffs’ counsel contemporaneous billing records is attached hereto as Exhibit B. The amount provided by Plaintiffs’ counsel under the settlement is fair and reasonable and well within the range of fees typically awarded in this Circuit. See Pinzon v. Jony Food Corp., No. 18-CV-105(RA), 2018 U.S. Dist. LEXIS 87424 (S.D.N.Y. May 24, 2018) (awarding this firm a third, or 5.23 times the lodestar, in an early settlement and “recognizing the importance of encouraging the swift resolution of cases like this one and avoiding ‘creat[ing] a disincentive to early settlement’—particularly where such settlement has provided Plaintiff with a substantial and speedy result.” (quoting Hyun v. Ippudo USA Holdings et al., No. 14-CV-8706 (AJN), 2016 U.S. Dist. LEXIS 39115, 2016 WL 1222347, at *3 (S.D.N.Y. Mar. 24, 2016).; Shapiro v. JPMorgan Chase & Co., No. 11-CV-7961 (CM), 2014

U.S. Dist. LEXIS 37872, 2014 WL 1224666, at *24 (S.D.N.Y. Mar. 21, 2014) ("Lodestar multipliers of nearly 5 have been deemed 'common' by courts in this District."); Castaneda v. My Belly's Playlist LLC, No. 15 Civ. 1324 (JCF) (S.D.N.Y. Aug. 17, 2015) (Francis, M.J.) (awarding the Plaintiff attorneys a contingency fee of one-third to account for risks in litigation); see also Calle v. Elite Specialty Coatings Plus, Inc., 2014 U.S. Dist. LEXIS 164069 at *9 (E.D.N.Y. Nov. 19, 2014) ("A one-third contingency fee is a commonly accepted fee in this Circuit."). In light of the nature of the issues herein, and the extensive negotiations necessary to reach the agreed-upon settlement, Plaintiff's requested award is reasonable. See Alleyne v. Time Moving & Storage Inc., 264 F.R.D. at 60; see also McDaniel v. Cnty. of Schenectady, 595 F.3d 411, 417 (2d Cir. 2010). Additionally, all parties to this settlement have already agreed to the fee provided for in the settlement.

Given Plaintiffs' counsel significant experience representing Plaintiffs in New York City in wage and hour litigation, Plaintiffs' counsel was able to obtain an excellent result. A brief biography of each attorney who performed billed work in this matter is as follows:

- a. Michael Faillace, Esq. ("MF"), was the Managing Member of Michael Faillace & Associates, P.C., which is now CSM Legal, and was in practice from 1983 to November 5, 2021¹. From 1983 to 2000, he was in-house Employment Counsel with International Business Machines Corporation (IBM). He taught employment antidiscrimination law as an Adjunct Professor at Fordham University School of Law beginning in 1992 and at Seton Hall University Law School from 1995 to 1998, and he is a nationally-renowned speaker and writer on employment law. He is also the author of the ADA, Disability Law Deskbook: The Americans with Disabilities Act in the Workplace, published by Practising Law Institute (PLI), and other employment law publications and presentations. His work was billed at the rate of \$450 per hour, his standard billing rate for matters paid on an hourly basis. Courts have routinely held that hourly fees of \$450, or even \$500, for counsel with Mr. Faillace's level of experience (37 years) and expertise are reasonable. *See, e.g., Manley v. Midan Rest. Inc.*, No. 1:14-cv-1369 (S.D.N.Y. March 27, 2017), Doc. No. 42 at *32, 35-37 (fees of \$500 per hour for FLSA litigator with 34 years of experience).
- b. Clifford Tucker was an associate at Michael Faillace & Associates P.C. and is requesting an hourly rate of \$350.00. Attorney Clifford Tucker developed a background in representing plaintiffs in personal injury and civil rights actions as an associate at: The Law Office of Richard Kenny, Bryan D. Fisher, LLC ("Fisher Injury Lawyers"), and Burns & Harris. He has managed a case load of over 100 actions from intake to verdict. He was selected to the Super Lawyers 2016 New York Metro Rising Stars list. He has taught Continuing Legal Education classes on case preparation, investigation, and discovery and assisted in teaching courses on obtaining settlement offers in personal injury actions, representing plaintiffs in motor vehicle cases, and selecting a jury in personal injury cases. He has also lectured to Veterans at the James J Peters VA Medical Center and at the Task Force of Social Workers of African Descent. Attorney Clifford Tucker graduated cum laude and with honors from

¹ No funds will be distributed to Mr. Faillace unless an application is made to the Court on his behalf, and an order is entered to that effect.

Brooklyn Law School in 2013, where he was a member of the Moto Court Honor Society, Trial Division, and received the following awards: Richardson Scholarship, Academic Achievement Scholarship, Centennial Grant, Ellen Taubenblatt Harmon and Mark A. Harmon Award for Integrity and Ethics. He is licensed to practice in the Southern and Eastern District of New York, the Second Circuit Court of Appeals, and in New York and New Jersey State Courts. The hourly rate compares favorably with rates that courts have approved for associates of comparable experience levels. See, e.g., *Manley*, supra, Doc. No. 42, at *33, 37; *Najera v 144 Ninth Gotham Pizza, Inc.*, 2017 US Dist LEXIS 26393, at *4 [SDNY Feb. 24, 2017, No. 12cv3133 (DLC)] (awarding \$375 to senior associate Jesse Barton); *Calle v NDG Coffee Shop, Inc.*, 2018 US Dist LEXIS 62979, at *4-5 [SDNY Apr. 12, 2018, No. 16-cv-7702 (RJS)] (Court held that the following rates are reasonable: \$450 for Michael Faillace, an attorney with twenty-five years of experience in wage and hour litigation; \$375.00 for Colin Mulholland, an attorney with five years of experience in civil litigation, including wage and hour case, and \$375.00 for Jesse Barton, an attorney with five years of experience in wage and hour litigation) Mr. Tucker's billing entries are denoted by "CT."

- c. Catalina Sojo ("CS"), is the Managing Member of CSM Legal, P.C., formerly Michael Faillace & Associates. Ms. Sojo graduated with a J.D. equivalent degree from Pontificia Universidad Javeriana in Bogota, Colombia, in 2017. She received a Master of Laws degree (LL.M.) from Cornell University School of Law in 2019. Prior to joining Michael Faillace & Associates in June 2020, Ms. Sojo focused her practice in intellectual property litigation and enforcement, having worked as an associate at Baker McKenzie and as in-house counsel at Viacom CBS. Her work is billed at a rate of \$350 per hour.
- d. Bryan D. Robinson is an associate at CSM Legal, P.C., formerly known as Michael Faillace & Associates. Attorney Bryan D. Robinson developed a background in representing plaintiffs in civil litigation cases and also defendants in criminal cases in Brownsville, Texas. Subsequently, attorney Bryan D. Robinson vigorously advocated for his clients in matters pertaining to Employment and Family Law in New York City. He has managed a case load of over 95 actions from intake to verdict. He graduated from Maurice A. Deane School of Law at Hofstra University in 2018, where his focus was Corporate law; notwithstanding, he also represented immigrants against the threat of deportation through a student practice order as member of the Hofstra Law Deportation Defense Clinic. Prior to successfully obtaining his Juris doctor from Hofstra Law, Mr. Robinson also attended Escuela Libre de Derecho in Mexico City, Mexico, where he obtained a diploma in Corporate Law. His ability to speak and write in the Spanish language has facilitated interaction with plaintiffs who only speak Spanish. Furthermore, this ability coupled with Mr. Robinson's legal background has granted him the opportunity to serve as an advisor to politicians both in Mexico, and in the United States. He is licensed to practice law in the Southern and Eastern District of New York, the Southern

District of Texas, and in New York and Texas State Courts. He is requesting an hourly rate of \$300.00. Mr. Robinson's billing entries are denoted by "BR."

- e. Paralegals ("PL") at CSM Legal, P.C. bill at a rate of \$125 per hour, well within a range of rates for paralegal work that courts have routinely approved. See, e.g., Cortes v. New Creators, Inc., 2016 U.S. Dist. LEXIS 79757, *19-20 (S.D.N.Y. June 20, 2016); see also Gualpa v. NY Pro Signs Inc., 2014 U.S. Dist. LEXIS 77033, *29 (S.D.N.Y. May 27, 2014).

IV. CONCLUSION

In full consideration of the issues presented in both Cheeks and Wolinsky, we believe that the parties' agreement is fair and reasonable, and that the settlement should be approved and the case dismissed with prejudice. A stipulation of Final Dismissal will be filed for so-ordering upon receipt of confirmation from the Court that the settlement has been approved. Notwithstanding, Plaintiffs respectfully request that the Court retain jurisdiction for enforcement purposes.

We thank you for your time and attention devoted to this matter.

Respectfully submitted,

By: /s/ Bryan D. Robinson
Bryan D. Robinson, Esq.
CSM Legal, P.C.
Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GERARDO MIGUEL BAEZ DURAN (aka RAFFY)
and WILSON FRANCISCO SANCHEZ CRUZ,
individually and on behalf of others similarly situated,

Plaintiffs,

-against-

E L G PARKING INC. (D/B/A E L G PARKING
INC.), and BISHOP JOSEPH ALEXANDER.

Defendants.

1:18-cv-06685-GBD-SLC

**SETTLEMENT AGREEMENT
AND RELEASE**

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and among Plaintiffs GERARDO MIGUEL BAEZ DURAN (aka RAFFY) and WILSON FRANCISCO SANCHEZ CRUZ (Plaintiffs”) on the one hand, E L G PARKING INC. (D/B/A E L G PARKING INC.), and BISHOP JOSEPH ALEXANDER (Collectively, “Defendants”), on the other hand.

WHEREAS, Plaintiffs allege that they worked for Defendants as employees; and

WHEREAS, a dispute has arisen regarding Plaintiffs alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, Civil Action No: 1:18-cv-06685-GBD-SLC (hereinafter “the Litigation”), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Consideration**: Defendants shall pay or cause to be paid to Plaintiffs, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of all claims Plaintiffs had against Defendants in the Litigation through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiffs, the gross sum of Eighty Thousand Dollars and No Cents (\$80,000) the "Settlement Amount" to be paid to

Plaintiffs' attorneys in twelve ("12") installments, as follows:

GERARDO MIGUEL BAEZ DURAN (aka RAFFY)	\$35,000 by 1099
WILSON FRANCISCO SANCHEZ CRUZ	\$25,000 by 1099
CSM Legal, P.C.	\$20,000 by 1099

- (a) Installment One: Within thirty days (30) of this Agreement being approved by the Court, Defendants shall deliver the first installment payment in the gross amount of Six Thousand and Six Hundred and Sixty-six Dollars and Sixty-seven Cents (\$6,666.67) to Plaintiffs' Counsel by check, and Plaintiffs' counsel shall divide the payment as follows:
- i. One check payable to Plaintiff GERARDO MIGUEL BAEZ DURAN (aka RAFFY) in the amount of \$2,916.67
 - ii. One check payable to Plaintiff WILSON FRANCISCO SANCHEZ CRUZ in the amount of \$2,083.33;
 - iii. The remainder shall be paid to CSM Legal, P.C. in the amount of \$1,666.67.
- (b) Thereafter, the remainder of the Settlement Sum (i.e. \$73,333.33) shall be paid in eleven (11) equal monthly installments on the same subsequent monthly date as Installment one above beginning on March 15, 2023, by check to Plaintiffs' counsel, and Plaintiffs' counsel shall divide each of the ten (11) equal monthly installments as follows:
- iv. One check payable to Plaintiff GERARDO MIGUEL BAEZ DURAN (aka RAFFY) in the amount of \$2,916.67
 - v. One check payable to Plaintiff WILSON FRANCISCO SANCHEZ CRUZ in the amount of \$2,083.33;
 - vi. The remainder shall be paid to CSM Legal, P.C. in the amount of \$1,666.67.

Prior to receipt of any payment, Plaintiffs' counsel shall provide a duly executed W-9 form for each payee, so a 1099 form may be sent to each payee as required. Should any such payments in paragraph 1(a)-(b) be delayed pending receipt of a W-9 form from either Plaintiff or Plaintiffs' Counsel, Defendants shall not delay the issuance of any other payment hereunder, including payments to that Plaintiff that are reportable on IRS Form 1099 or payments to Plaintiffs' counsel. Furthermore, should any payments be delayed pending receipt of a form W-9, those payments shall be issued within ten days of that form.

Concurrently with the execution of this Agreement, Defendants E L G PARKING INC. (D/B/A E L G PARKING INC.), and BISHOP JOSEPH ALEXANDER

shall each execute and deliver to Plaintiffs' counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto within Exhibit "A". The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiffs' counsel and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above, i.e., one of the postdated checks fails to clear Plaintiffs' counsel's escrow account, or Defendants fail to deliver the payments to Plaintiffs' counsel within thirty days of the Court approving the Agreement, and (ii) Defendants fail to cure such default within ten (10) days of receipt of written notice to be emailed to Defendants' Counsel by email to E. Dubois Raynor Esq. from Civil Rights Consortium, Inc. 89-07 Jamaica Avenue, Woodhaven, New York 11421. (855)-246-2776.
Email: dubois.raynor@civilrightsconsortium.com

- (c) All payments shall be delivered to the office of CSM Legal, P.C. to the attention of Catalina Sojo, Esq., 60 East 42nd Street, Suite 4510, New York, NY 10165.

2. **Taxes and Withholdings:** Defendants make no representations regarding the tax treatment, taxability, and/or non-taxability of the payments referenced in Paragraph 1. Plaintiffs understand and agree that they shall be solely responsible for the payment of any and all federal, state, and/or local taxes, including any interest and/or penalties assessed thereon, associated with payments referenced in Paragraph 1 (or any portion thereof), except for the employer's portion of any employer paid tax associated with such payments. Plaintiffs further understand that their counsel will not and cannot provide any tax advice and is not responsible for Plaintiffs' tax obligations on the payments referenced in Paragraph 1.

3. **Release and Covenant Not To Sue:** Plaintiffs hereby expressly waive, release, and discharge any and all claims that they had against Defendants, or any of Defendants' respective owners, officers, directors, agents, attorneys, employees or representatives, or their successors in interest, arising out of or in connection with this Litigation and the federal and New York State wage and hour claims made therein.

4. **No Admission of Wrongdoing:** This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

5. **Modification of the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiffs and Defendants.

6. **Acknowledgments:** Plaintiffs acknowledge that: they have been fully and fairly represented by counsel in this matter. Plaintiffs and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

7. **Notices:** Notices required under this Agreement shall be in writing, by email, and shall be deemed given upon electronic transmission thereof. Notice hereunder shall be delivered, by email, to:

To Plaintiff:

Bryan D. Robinson, Esq.
CSM LEGAL, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: bryan@csm-legal.com

To Defendants:

E. Dubois Raynor
Civil Rights Consortium, Inc.
89-07 Jamaica Avenue,
Woodhaven, New York 11421
(855)-246-2776
Email: dubois.raynor@civilrightsconsortium.com

8. **Governing Law:** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

9. **Enforceability:** If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement.

10. **Release Notification:** Plaintiffs discussed the terms of this Agreement and release of claims with their legal counsel and Plaintiffs acknowledge that they have consulted with Bryan D. Robinson, Esq. of CSM Legal, P.C., Plaintiffs acknowledge that it is their choice to waive any claims in return for the benefits set forth herein and that they made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiffs confirm that the Settlement Agreement and Release has been translated to them in Spanish and that they understand the terms of this Agreement and that they are signing this Agreement voluntarily.

11. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile or electronic transmission.

PLAINTIFFS:

By:		Dated:		02/28/2023
GERARDO MIGUEL BAEZ DURAN (aka RAFFY)				

By:	 	Dated:	
WILSON FRANCISCO SANCHEZ CRUZ			

DEFENDANTS:

By:	 	Dated:	
E L G PARKING INC. (D/B/A E L G PARKING INC.)			

By:	 	Dated:	
BISHOP JOSEPH ALEXANDER			

11. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile or electronic transmission.

PLAINTIFFS:

By:

Dated:

GERARDO MIGUEL BAEZ DURAN (aka
RAFFY)

By:

WS

Dated:

02/27/2022

WILSON FRANCISCO SANCHEZ CRUZ

DEFENDANTS:

By:

Dated:

E L G PARKING INC. (D/B/A E L G
PARKING INC.)

By:

Dated:

BISHOP JOSEPH ALEXANDER

11. **Counterparts:** To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile or electronic transmission.

PLAINTIFFS:

By:

Dated:

GERARDO MIGUEL BAEZ DURAN (aka
RAFFY)

By:

Dated:

WILSON FRANCISCO SANCHEZ CRUZ

DEFENDANTS:

By:

Dated:



E L G PARKING INC. (D/B/A E L G
PARKING INC.)

February 28, 2023

By:

Dated:



BISHOP JOSEPH ALEXANDER

February 28, 2023

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----- X
GERARDO MIGUEL BAEZ DURAN and
WILSON FRANCISCO SANCHEZ CRUZ,

Plaintiffs,

-against-

ELG PARKING INC. (D/B/A ELG PARKING
INC.), and BISHOP JOSEPH ALEXANDER,

Defendants
----- X
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Index No.:

**AFFIDAVIT OF CONFESSION OF
JUDGMENT**

STATE OF NEW YORK)

COUNTY OF BRONX) ss.:

JOSEPH ALEXANDER, [print name] being duly sworn, deposes and says:

1. I am the defendant in this action.

2. I reside at 10 ELMSEERE RD, MT VERNON (street address and
apartment) in the County of WESTCHESTER (print clearly), New York.

3. I, JOSEPH ALEXANDER (print legal name clearly), am the
PRESIDENT (title) ELG PARKING INC. (D/B/A ELG PARKING INC.), I am duly
authorized to make this affidavit of confession of judgment on behalf of ELG PARKING INC.,
(D/B/A ELG PARKING INC.).

4. ELG PARKING INC. (D/B/A ELG PARKING INC.), maintains its principal
place of business located at 1240 Edward L Grant Hwy., Bronx, New York 10452 in the County
of Bronx in the State of New York.

5. Pursuant to the terms of the Settlement Agreement and Release by and between
Plaintiff GERARDO MIGUEL BAEZ DURAN and WILSON FRANCISCO SANCHEZ CRUZ
("Plaintiff") on the one hand, ELG PARKING INC. (D/B/A ELG PARKING INC.), and
BISHOP JOSEPH ALEXANDER (collectively, Defendants), on the other hand, to which this
Affidavit is annexed, I hereby confess judgment and authorize entry thereof ELG PARKING
INC. (D/B/A ELG PARKING INC.) in favor of Plaintiff for the sum of One Hundred Twenty

Thousand Dollars and Zero Cents (\$120,000.00) (less any payments made under the settlement agreement).

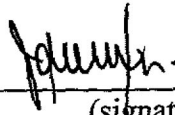
6. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Eighty Thousand Dollars and Zero Cents (\$80,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00), plus liquidated damages under the federal Fair Labor Standards Act and New York Labor Law and New York state implementing regulations and wage orders and which were waived as part of the Settlement Agreement, in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), for a total of One Hundred Twenty Dollars and Zero Cents (\$120,000.00).

7. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

8. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York County of New York as a judgment for One Hundred Twenty Dollars and Zero Cents (\$120,000.00) (less any payments made under the settlement agreement), against ELG PARKING INC. (D/B/A ELG PARKING INC.).

ELG PARKING INC. (D/B/A ELG PARKING INC.)

By: _____



(signature)

JOSEPH ALEXANDER

Name (print clearly)

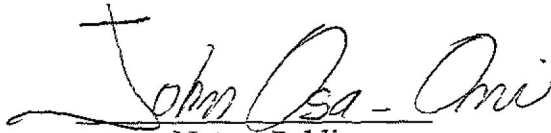
PRESIDENT

Title (print clearly)

STATE OF NEW YORK)

COUNTY OF BRONX) ss.:

On March 1st, 2023, before me personally came JOSEPH ALEXANDER to me known, who, by me duly sworn, did depose and say that deponent resides at 10, ELMISERE RD, MT VENON, that deponent is the PRESIDENT (title) of ELG PARKING INC. (D/B/A ELG PARKING INC.) the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of ELG PARKING INC. (D/B/A ELG PARKING INC.), and was authorized to do so.


Notary Public

JOHN A E OSA-ONI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 010S6412323
Qualified in Westchester
Commission Expires December 28, 2024

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----- x
GERARDO MIGUEL BAEZ DURAN and
WILSON FRANCISCO SANCHEZ CRUZ,

Plaintiffs,

-against-

ELG PARKING INC. (D/B/A ELG PARKING
INC.), and BISHOP JOSEPH ALEXANDER,

Defendants
----- x
--

Type text here

Index No.:

**AFFIDAVIT OF CONFESSION OF
JUDGMENT**

STATE OF NEW YORK)
 : ss.:
COUNTY OF)

I, JOSEPH ALEXANDER (print legal name clearly) BISHOP
JOSEPH ALEXANDER being duly sworn, deposes and says:

1. I reside at 10 ELMSMERE ROAD, MOUNT VERNON
(street address and apartment) in the County of WESTCHESTER (print clearly),
New York.

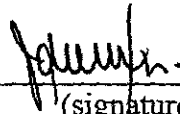
2. Pursuant to the terms of the Settlement Agreement and Release by and between
Plaintiff GERARDO MIGUEL BAEZ DURAN and WILSON FRANCISCO SANCHEZ CRUZ
("Plaintiff") on the one hand, ELG PARKING INC. (D/B/A ELG PARKING INC.), and
BISHOP JOSEPH ALEXANDER (collectively, Defendants), on the other hand, to which this
Affidavit is annexed, I hereby confess judgment and authorize entry thereof BISHOP JOSEPH
ALEXANDER in favor of Plaintiff for the sum of One Hundred Twenty Dollars and Zero Cents
(\$120,000.00) (less any payments made under the settlement agreement.)

3. This affidavit is made upon good and valuable consideration, the sufficiency of
which I acknowledge on behalf of Defendants, including, without limitation, the terms and
provisions of the Settlement Agreement.

4. I hereby represent my understanding that upon Defendants' breach of the
Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and
entered in the Supreme Court of the State of New York County of WESTCHESTER (PRINT
CLEARLY) as a judgment for One Hundred Twenty Thousand Dollars and Zero Cents

(\$120,000.00). in full, with credit for any payment received under this under the Settlement Agreement, to be applied upon execution, against me, BISHOP JOSEPH ALEXANDER.

By: JOSEPH ALEXANDER
BISHOP JOSEPH ALEXANDER
(Print legal name clearly)


(signature)

Sworn to before me this

01 day of 03 2023

JOHN A E OSA-ONI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 010S6412323
Qualified in Westchester
Commission Expires December 28, 2024

John Osa-Oni
Notary Public



Date: 03/03/2023

CSM Legal, P.C.

60 E 42nd St, #4510
New York, NEW YORK 10165
United States

Miguel Baez Duran

01796-ELGParking

Miguel Baez Duran et al v. E L G Parking Inc. et al; 18-cv-06685-GBD

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	01/02/2018	Imported Time Entry: Prepared courtesy copy of Opposition Motion for Judge Daniels	PU	0.25	\$100.00	\$25.00
Service	07/09/2018	ic: Initial consultation with MF - Wilson Francisco Sanchez Cruz	MF	1.00	\$450.00	\$450.00
Service	07/13/2018	ic: Initial consultation with MF - Gerardo Miguel Baez Duran	MF	1.00	\$450.00	\$450.00
Service	07/25/2018	Imported Time Entry: Drafted Complaint	MF	2.00	\$450.00	\$900.00
Service	08/14/2018	Imported Time Entry: discussed status of case with staff	MF	0.10	\$450.00	\$45.00
Service	09/20/2018	Imported Time Entry: Called clients to discuss case	PH	0.25	\$350.00	\$87.50
Service	09/20/2018	Imported Time Entry: Called clients to discuss case	PU	0.25	\$100.00	\$25.00
Service	09/21/2018	Imported Time Entry: discussed case with PH	MF	0.10	\$450.00	\$45.00
Service	09/24/2018	Imported Time Entry: discussed casw with PH	MF	0.10	\$450.00	\$45.00
Service	09/24/2018	Imported Time Entry: discussed case with PH	MF	0.10	\$450.00	\$45.00
Service	10/22/2018	Imported Time Entry: meeting with Gerardo	PU	0.50	\$100.00	\$50.00

Miguel Baez Duran to discuss case and Rosenberg's role in the parking garage						
Service	10/29/2018	Imported Time Entry: phone calls with clients to discuss case and Rosenberg's role in the parking garage	PU	0.40	\$100.00	\$40.00
Service	11/06/2018	Imported Time Entry: drafted amended complaint	PH	1.50	\$350.00	\$525.00
Service	11/14/2018	Imported Time Entry: Service research	PU	0.50	\$100.00	\$50.00
Service	11/26/2018	Imported Time Entry: Research re defendants	PU	0.25	\$100.00	\$25.00
Service	05/22/2019	Imported Time Entry: phone call with client to discuss case	PU	0.10	\$100.00	\$10.00
Service	05/23/2019	Imported Time Entry: phone call with client to discuss case	PU	0.10	\$100.00	\$10.00
Service	05/29/2019	Imported Time Entry: phone call with client to discuss case	PU	0.10	\$100.00	\$10.00
Service	06/22/2019	Imported Time Entry: Case status review. Organize file; review PACER; ID deadlines and calendar them; review file on viability, damages and liability; and draft set of tasks for attorney and paralegal.	RA	0.70	\$300.00	\$210.00
Service	07/01/2019	Imported Time Entry: Phone Call with Client	PU	0.30	\$100.00	\$30.00
Service	07/02/2019	Imported Time Entry: Discuss case with senior associate; review judge's rules; call and email defense counsel regarding upcoming status conference; investigate defendants; research damages	RA	2.80	\$300.00	\$840.00
Service	07/02/2019	Imported Time Entry: Investigate defendants, meet w paralegal regarding case; prepare jury instructions	RA	0.80	\$300.00	\$240.00
Service	07/03/2019	Imported Time Entry: Phone call with plaintiff	PU	0.30	\$100.00	\$30.00
Service	07/08/2019	Imported Time Entry: Notify defense counsel of upcoming hearing by calling 2 offices and emailing. Review no contact rule regarding notifications to represented defendants whose attorneys fail to respond.	RA	0.30	\$300.00	\$90.00
Service	07/09/2019	Imported Time Entry: Exchange emails and phone call with defense counsel regarding his request for adjournment.	RA	0.30	\$300.00	\$90.00
Service	07/09/2019	Imported Time Entry: Call with court to address defendants' failure to request an adjournment and our withdrawal of consent	RA	0.20	\$300.00	\$60.00

		to same.				
Service	07/09/2019	Imported Time Entry: Phone conference with defense counsel and emailed defense counsel, summarizing call.	RA	0.20	\$300.00	\$60.00
Service	07/09/2019	Imported Time Entry: Speak with Court and draft respond to defense counsel's letter and Court's call.	RA	1.60	\$300.00	\$480.00
Service	07/18/2019	Imported Time Entry: Phone call with client	MF	0.40	\$100.00	\$40.00
Service	07/23/2019	Imported Time Entry: Case status evaluation to determine case strategy; identify and confirm deadlines are calendared; determine next actions	RA	0.20	\$300.00	\$60.00
Service	08/12/2019	Imported Time Entry: Prepare for status conference; prepare proposed 26(f) report to obtain initial conference order at status conference; email same to defense counsel	RA	0.80	\$300.00	\$240.00
Service	08/12/2019	Imported Time Entry: Call defense counsel for the 26(f) report.	RA	0.10	\$300.00	\$30.00
Service	08/12/2019	Imported Time Entry: Receive 26(f) report	RA	0.10	\$0.00	\$0.00
Service	08/13/2019	Imported Time Entry: Initial conference	RA	0.50	\$300.00	\$150.00
Service	08/13/2019	Imported Time Entry: Travel from initial conference to office	RA	0.30	\$0.00	\$0.00
Service	08/18/2019	Imported Time Entry: Calendar dates and deadlines	RA	0.20	\$300.00	\$60.00
Service	09/04/2019	Imported Time Entry: Document contact info for of counsel for defense.	RA	0.10	\$300.00	\$30.00
Service	09/04/2019	Imported Time Entry: Email with mediator	RA	0.10	\$300.00	\$30.00
Service	09/06/2019	Imported Time Entry: Evaluate initial disclosures and damages chart	RA	0.30	\$300.00	\$90.00
Service	09/06/2019	Imported Time Entry: Contact witnesses	RA	0.40	\$300.00	\$120.00
Service	09/06/2019	Imported Time Entry: Review final draft of initial disclosures	RA	0.10	\$300.00	\$30.00
Service	09/06/2019	Imported Time Entry: Drafting Initial Disclosures	PU	0.20	\$100.00	\$20.00
Service	09/10/2019	Imported Time Entry: Email to mediator rescheduling	RA	0.10	\$300.00	\$30.00
Service	09/16/2019	Imported Time Entry: Respond to email from mediator	RA	0.10	\$300.00	\$30.00
Service	10/07/2019	Imported Time Entry: Case evaluation with	RA	0.10	\$300.00	\$30.00

senior partner						
Service	10/11/2019	Imported Time Entry: Email Defense regarding scheduling of depositions	RA	0.10	\$350.00	\$35.00
Service	10/29/2019	Imported Time Entry: Call and email defense regarding their failure to produce records in advance of mediation and in response to discovery requests.	RA	0.27	\$350.00	\$94.50
Service	10/29/2019	Imported Time Entry: Case status evaluation - Evaluate procedural posture; preliminarily review outstanding discovery; ID specific issues for upcoming mediation; assess litigation strategy in light of discovery deadlines.	RA	0.52	\$350.00	\$182.00
Service	10/29/2019	Imported Time Entry: Draft and send mediation statement to mediator	RA	4.00	\$350.00	\$1,400.00
Service	11/01/2019	Imported Time Entry: Research Defendants' assets to prepare demand for Defendants' finances in anticipation of inability to pay defense.	RA	2.10	\$300.00	\$630.00
Service	11/01/2019	Imported Time Entry: Send Defendants our demands for financial disclosure in light of their potential threat to "declare bankruptcy" and request to settle	RA	0.10	\$300.00	\$30.00
Service	11/01/2019	Imported Time Entry: Conference call with mediator	RA	0.22	\$350.00	\$77.00
Service	11/04/2019	Imported Time Entry: Prepare for mediation	RA	0.67	\$300.00	\$201.00
Service	11/04/2019	Imported Time Entry: Email response to Defense counsel who asked for an adjournment of the mediation.	RA	0.12	\$350.00	\$42.00
Service	11/05/2019	Imported Time Entry: Mediation session.	RA	1.00	\$350.00	\$350.00
Service	11/05/2019	Imported Time Entry: Travel to mediation at SDNY from office	RA	0.50	\$350.00	\$175.00
Service	11/05/2019	Imported Time Entry: Travel to office from mediation	RA	0.50	\$350.00	\$175.00
Service	11/18/2019	Imported Time Entry: Conference with senior partner regarding settlement	RA	0.10	\$350.00	\$35.00
Service	11/18/2019	Imported Time Entry: Email w Defense re mediation	RA	0.30	\$350.00	\$105.00
Service	11/21/2019	Imported Time Entry: Call with mediator	RA	0.13	\$350.00	\$45.50
Service	11/26/2019	Imported Time Entry: Email with mediator	RA	0.10	\$300.00	\$30.00
Service	11/27/2019	Imported Time Entry: Email with mediator	RA	0.10	\$300.00	\$30.00

Service	12/06/2019	Imported Time Entry: Email defense re adjournment request of status conference set for 12/10	RA	0.18	\$350.00	\$63.00
Service	12/18/2019	Imported Time Entry: Email with mediator confirming mediation	RA	0.10	\$350.00	\$35.00
Service	12/19/2019	Imported Time Entry: Prepare for mediation	RA	0.50	\$300.00	\$150.00
Service	12/19/2019	Imported Time Entry: Mediation session	RA	4.25	\$350.00	\$1,487.50
Service	12/19/2019	Imported Time Entry: Travel to office from mediation	RA	0.50	\$350.00	\$175.00
Service	01/06/2020	Imported Time Entry: Prepare for status conference	RA	0.30	\$350.00	\$105.00
Service	01/07/2020	Imported Time Entry: Status conference in Court	RA	1.75	\$350.00	\$612.50
Service	01/07/2020	Imported Time Entry: Travel from Court to office	RA	0.50	\$350.00	\$175.00
Service	01/07/2020	Imported Time Entry: Update case file in light of status conference	RA	0.25	\$350.00	\$87.50
Service	02/19/2020	Imported Time Entry: Case status update: ID next actions and prepare for good faith effort to obtain written discovery	RA	0.17	\$350.00	\$59.50
Service	02/25/2020	Imported Time Entry: Call with client for case status update	RA	0.10	\$350.00	\$35.00
Service	04/01/2020	Imported Time Entry: Calendared a SDNY bounce regarding a Conference	PU	0.10	\$100.00	\$10.00
Service	06/30/2020	Imported Time Entry: Case status evaluation, assign tasks to paralegal	RA	0.10	\$350.00	\$35.00
Service	07/13/2020	Imported Time Entry: Case status evaluation w senior partner: ID case stage and synopsis; ID recent last actions; ID next actions, by who and when; preliminary valuation/collectibility eval.	RA	0.10	\$350.00	\$35.00
Service	07/13/2020	Imported Time Entry: discussed with CT fact that we are going to depose the defendants because they don't want to settle ;	MF	0.10	\$450.00	\$45.00
Service	07/27/2020	Imported Time Entry: Call with clerk to change conference to zoom and not in person	RA	0.10	\$350.00	\$35.00
Service	07/27/2020	Imported Time Entry: Scheduling defendant deposition dates, sending email to opposing counsel	PU	0.20	\$125.00	\$25.00

Service	07/29/2020	Imported Time Entry: Send good faith email to obtain discovery responses	RA	0.30	\$350.00	\$105.00
Service	08/03/2020	Imported Time Entry: Review email on how to sign in to court status conference	RA	0.10	\$350.00	\$35.00
Service	08/03/2020	Imported Time Entry: Email respond to defendants re their extension to produce discovery responses	RA	0.10	\$350.00	\$35.00
Service	08/03/2020	Imported Time Entry: Reading and calendaring court notice with status conference date	PU	0.10	\$125.00	\$12.50
Service	08/03/2020	Imported Time Entry: reviewed court order confirming date and time for conference using skipe; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	08/04/2020	Imported Time Entry: Court Conference appearance	RA	1.30	\$350.00	\$455.00
Service	08/04/2020	Imported Time Entry: reviewed court order setting new date for parties meeting with the judge; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	08/05/2020	Imported Time Entry: Calendaring bounce	PU	0.10	\$150.00	\$15.00
Service	08/06/2020	Imported Time Entry: Call with client, review case file	PU	0.20	\$125.00	\$25.00
Service	08/17/2020	Imported Time Entry: Email to OC to schedule deposition for Mr. Raymond	PU	0.10	\$125.00	\$12.50
Service	08/17/2020	Imported Time Entry: Reading and responding to OC's email re: deposition date	PU	0.10	\$125.00	\$12.50
Service	08/17/2020	Imported Time Entry: Calendaring next deadlines re: deposition and discovery	PU	0.10	\$125.00	\$12.50
Service	08/18/2020	Imported Time Entry: Update calendar and send good faith email to defense regarding outstanding discovery	RA	0.10	\$350.00	\$35.00
Service	08/20/2020	Imported Time Entry: Respond to email from defense regarding outstanding written discovery	RA	0.10	\$350.00	\$35.00
Service	09/03/2020	Imported Time Entry: Case status review: (1) confirm all deadlines up to date (2) ID last actions (3) ID next actions and who does what when (4) confirm financial status of case	RA	0.20	\$350.00	\$70.00

Service	09/10/2020	Imported Time Entry: Draft letter motion for discovery to Court	RA	0.40	\$350.00	\$140.00
Service	09/10/2020	rev: Reviewed court notice of plaintiff's filing motion to compel defendants to answer our discovery requests; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	09/10/2020	Imported Time Entry: Electronically filed letter motion to compel defendants to respond to discovery to the Judge	PU	0.20	\$125.00	\$25.00
Service	09/16/2020	Imported Time Entry: Telephone discussion with client regarding status update on case	PU	0.10	\$125.00	\$12.50
Service	09/21/2020	Imported Time Entry: reviewed court order referring case to magistrate for all discovery, scheduling and settlement matters; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	09/22/2020	Imported Time Entry: reviewed court order from magistrate scheduling conference via phone; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	09/23/2020	Imported Time Entry: Reviewed new court order for calendar dates	PU	0.10	\$125.00	\$12.50
Service	09/23/2020	Imported Time Entry: Entered court conference date 10/1/2020, def opposition due date 9/25/2020 and plts reply due date 9/29/2020 to the calendar	PU	0.10	\$125.00	\$12.50
Service	09/29/2020	Imported Time Entry: Respond to Defendants' letter to Court regarding discovery	RA	0.90	\$350.00	\$315.00
Service	09/29/2020	Imported Time Entry: Case status review: (1) confirm all deadlines up to date (2) ID last actions (3) ID next actions and who does what when (4) confirm financial status of case (5) ID potential case improvement actions.	RA	0.20	\$350.00	\$70.00
Service	09/29/2020	Imported Time Entry: reviewed letter filed by plaintiffs responding to defendants' response to our motion; directed staff to update case chart ; filed notice of letter in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	09/29/2020	Imported Time Entry: Electronically filed letter to court regarding reply to defendants reply to our motion	PU	0.20	\$125.00	\$25.00

Service	09/30/2020	Imported Time Entry: Review Defendants' discovery responses before discovery conference	RA	0.30	\$350.00	\$105.00
Service	10/01/2020	rev: Reviewed court notice of defendants' filing of request letter for permission for special discovery; directed staff to update case chart ; filed notice in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/02/2020	Imported Time Entry: reviewed court order rescheduling conference via phone due to defendants' non-appearance; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/06/2020	Imported Time Entry: Court conference re outstanding discovery	RA	0.30	\$350.00	\$105.00
Service	10/06/2020	Imported Time Entry: reviewed magistrate's report that telephone conference occurred; directed staff to update case chart ; filed magistrate'S report in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/06/2020	Imported Time Entry: reviewed court orders setting dates for deposition; directed staff to update case chart ; filed orders in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/06/2020	Imported Time Entry: reviewed court order denying Plaintiffs' motion to compel and defendants' motion for discovery without prejudice and giving defendants deadline by which to appear for deposition and file a motion for withdrawal from representing an individual defendant; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/07/2020	Imported Time Entry: Reviewed and docketed court notice in preparation for litigation, calendared next deadlines	PU	0.10	\$0.00	\$0.00
Service	10/12/2020	Imported Time Entry: Added Depositions due date to the calendar as per the court docket	PU	0.10	\$125.00	\$12.50
Service	10/12/2020	Imported Time Entry: Added production due date for all parties to the calendar as per the court docket	PU	0.10	\$125.00	\$12.50
Service	10/13/2020	Imported Time Entry: reviewed court order cancelling status conference via phone due to the magistrate now being in charge of discovery and other matters; directed staff to update case chart ; filed order in the	MF	0.30	\$450.00	\$135.00

		proper folder for future reference				
Service	10/13/2020	Imported Time Entry: Read email from OC	PU	0.20	\$125.00	\$25.00
Service	10/14/2020	Imported Time Entry: Email Defense for deposition dates	RA	0.10	\$350.00	\$35.00
Service	10/21/2020	Imported Time Entry: Update client on case status	RA	0.20	\$350.00	\$70.00
Service	10/21/2020	Imported Time Entry: had telephone conference with client and CT and explained to the client the reason for which we have not been able to settle the case and what we are doing to get the defendants to offer a better settlement	MF	0.20	\$450.00	\$90.00
Service	10/26/2020	Imported Time Entry: Reviewed and docketed court notice in preparation for litigation, updated status	PU	0.20	\$125.00	\$25.00
Service	10/26/2020	Imported Time Entry: reviewed court order directing defendants; to file motion for withdrawal from case or 32status letter explaining whether he is still in conflict of interests with client; directed staff to update case chart ; filed order in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	10/28/2020	Imported Time Entry: Case status update: (1) review all deadlines to ensure proper calendaring (2) update next actions on case. Also emailed mediator and defense lawyer for discovery and depositions and emailed proposed extension letter	RA	0.30	\$350.00	\$105.00
Service	10/29/2020	Imported Time Entry: Entered due date for defendants to submit motion to the calendar	PU	0.10	\$125.00	\$12.50
Service	11/02/2020	Imported Time Entry: reviewed court order granting defendants' counsel application for withdrawal; directed staff to update case chart ; filed notice in the proper folder for future reference;	MF	0.30	\$450.00	\$135.00
Service	11/03/2020	Imported Time Entry: Entered defendant letter due date to court to the calendar	PU	0.10	\$125.00	\$12.50
Service	11/04/2020	Imported Time Entry: Telephone discussion with Veritext to schedule a court reporter for upcoming defendant deposition	PU	0.60	\$125.00	\$75.00
Service	11/06/2020	Imported Time Entry: Telephone discussion with Veritext regarding exhibit share for upcoming deposition	PU	0.60	\$125.00	\$75.00
Service	11/06/2020	Imported Time Entry: Drafted email	PU	0.10	\$125.00	\$12.50

		correspondence to Veritext court reporting to schedule exhibit share for upcoming deposition				
Service	11/08/2020	Imported Time Entry: Deposition preparation	RA	6.50	\$350.00	\$2,275.00
Service	11/09/2020	Imported Time Entry: telephone discussion with client regarding status update	PU	0.50	\$125.00	\$62.50
Service	11/09/2020	Imported Time Entry: telephone discussion with defense counsel regarding deposition attendance	PU	0.20	\$125.00	\$25.00
Service	11/09/2020	Imported Time Entry: Reviewed and docketed court notice in preparation for litigation	PU	0.10	\$125.00	\$12.50
Service	11/09/2020	Imported Time Entry: Await defendants appearance at deposition and make record when defendants refused to go forward.	RA	2.60	\$350.00	\$910.00
Service	11/09/2020	Imported Time Entry: Prepare letter motion to court to compel all outstanding discovery production and seek costs and fees.	RA	3.50	\$350.00	\$1,225.00
Service	11/16/2020	Imported Time Entry: Reviewed and docketed court notice in preparation for litigation, calendared deadlines	PU	0.30	\$125.00	\$37.50
Service	11/16/2020	Imported Time Entry: Reading and docketing letter from OC re: service issue	PU	0.20	\$125.00	\$25.00
Service	11/16/2020	Imported Time Entry: reviewed court order requiring defendants to respond to discovery questions and to appear for depositions at a specific date; directed staff to update case chart ; filed notice in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	11/16/2020	Imported Time Entry: reviewed magistrate's court order resetting dates for depositions and for deadlines of discovery r responses ; directed staff to update case chart ; filed magistrate'S report in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	11/16/2020	Imported Time Entry: reviewed letter filed by defendants with respect to notice of no lean and service issue; directed staff to update case chart ; filed notice in the proper folder for future reference	MF	0.30	\$450.00	\$135.00
Service	12/07/2020	Imported Time Entry: Prepare for deposition of defendants	RA	6.90	\$350.00	\$2,415.00
Service	12/08/2020	Imported Time Entry: Deposition of Defendant Joseph Alexander	RA	3.00	\$350.00	\$1,050.00

Service	03/03/2021	Imported Time Entry: Review Defendants' motion for protective order and prepare opposition	RA	3.00	\$350.00	\$1,050.00
Service	07/20/2021	rra: Receipt, review and analysis of deposition notice from defendant	JWM	0.20	\$450.00	\$90.00
Service	07/20/2021	ct: Correspondence to defense counsel re: deposition notice	JWM	0.20	\$450.00	\$90.00
Service	08/06/2021	Imported Time Entry: Review email correspondence. Notes. In-firm communication.	BR	0.40	\$300.00	\$120.00
Service	10/20/2021	Imported Time Entry: Revise Court Letter. In-firm communication	BR	0.60	\$300.00	\$180.00
Service	10/29/2021	Imported Time Entry: Email correspondence with de counsel. In-firm communication.	BR	0.60	\$300.00	\$180.00
Service	11/12/2021	re: draft letter motion to court	BR	0.50	\$300.00	\$150.00
Service	01/06/2022	Email correspondence w de counsel. Review letter request	BR	0.60	\$300.00	\$180.00
Service	02/17/2022	Email correspondence w de counsel. Review OTSC filed by Defendants	BR	0.40	\$300.00	\$120.00
Service	03/03/2022	Email correspondence w de counsel. Draft letter motion to court requesting referral to mediation	BR	1.00	\$300.00	\$300.00
Service	05/04/2022	Email correspondence w de counsel. Review de counsel letter motion.	BR	0.30	\$300.00	\$90.00
Service	06/02/2022	Email correspondence w de counsel. Draft letter motion re: mediation	BR	0.60	\$300.00	\$180.00
Service	06/09/2022	Review discovery. Execute asset search. Draft mediation statement. Email the above to mediator.	BR	3.50	\$300.00	\$1,050.00
Service	06/10/2022	Call with mediator. Draft amended mediation statement for mediator describing the history of the case.	BR	1.00	\$300.00	\$300.00
Service	06/16/2022	Prep for mediation. Mediation conference	BR	4.50	\$300.00	\$1,350.00
Service	06/27/2022	Email correspondence w de counsel. Draft JSL	BR	0.60	\$300.00	\$180.00
Service	07/22/2022	Communication w de counsel and	BR	0.80	\$300.00	\$240.00

		mediator. Draft JSL				
Service	08/17/2022	Email correspondence w de counsel and mediator. Draft JSL	BR	0.80	\$300.00	\$240.00
Service	10/19/2022	Communication w de counsel. Draft JSL	BR	0.80	\$300.00	\$240.00
Service	11/04/2022	Email correspondence w de counsel. Draft JSL req settlement conference	BR	1.00	\$300.00	\$300.00
Service	01/03/2023	Email to court chambers req video conference.	BR	0.40	\$300.00	\$120.00
		In firm communication				
Service	01/04/2023	Reminded clients of scheduled settlement conference	EM	0.10	\$125.00	\$12.50
Service	01/05/2023	Review complete case file. Draft settlement statement. Email correspondence w chambers	BR	2.00	\$300.00	\$600.00
Service	01/09/2023	Contacted client Wilson to figure out how he would join the virtual settlement conference	EM	0.20	\$125.00	\$25.00
Service	01/10/2023	Email correspondence w de counsel.	BR	1.30	\$300.00	\$390.00
		Call with plaintiffs.				
		In firm communication.				
		Review de counsel draft for adjournment				
Service	01/10/2023	Contacted clients to inform them that the settlement conference was adjourned	EM	0.20	\$125.00	\$25.00
Service	01/11/2023	Call w plaintiffs regarding conference and settlement discussions	BR	1.00	\$300.00	\$300.00
Service	01/11/2023	Took notes during call with clients	EM	1.00	\$125.00	\$125.00
Service	01/24/2023	Contacted clients to schedule a call	EM	0.10	\$125.00	\$12.50
Service	01/25/2023	Telephonic settlement discussions w plaintiffs	BR	1.30	\$300.00	\$390.00
Service	01/25/2023	Took notes during call with clients	EM	1.30	\$125.00	\$162.50
Service	02/01/2023	Email correspondence with court chambers and de counsel.	BR	0.60	\$300.00	\$180.00
		Review defendants settlement letter				
Service	02/02/2023	Prep for settlement conference.	BR	4.00	\$300.00	\$1,200.00
		Appearance for settlement conference				

Service	02/02/2023	Email to chambers	BR	0.30	\$300.00	\$90.00
Service	02/08/2023	Draft Magistrate consent form	EM	0.10	\$125.00	\$12.50
Service	02/09/2023	Email correspondence w de counsel. Consent MAG. In firm communication	BR	0.40	\$300.00	\$120.00
Service	02/09/2023	Filed Magistrate Judge consent form	EM	0.10	\$125.00	\$12.50
Service	02/10/2023	Draft COJs	EM	0.40	\$125.00	\$50.00
Service	02/14/2023	Draft settlement agreement	BR	1.50	\$300.00	\$450.00
		Email correspondence w de counsel				
Service	02/15/2023	Revise paragraph in settlement agreement	BR	0.30	\$300.00	\$90.00
Service	02/21/2023	Email followup w de counsel	BR	0.30	\$300.00	\$90.00
Service	02/22/2023	re: email follow up w OC - status of settlement	BR	0.30	\$300.00	\$90.00
Service	02/23/2023	Call w plaintiff Wilson	BR	0.50	\$300.00	\$150.00
Service	02/23/2023	Email follow up to OC - status of settlement	BR	0.30	\$300.00	\$90.00
Service	02/23/2023	Revised settlement agreement in accordance w defendants wishes	BR	0.30	\$300.00	\$90.00
Service	02/24/2023	Email correspondence with OC - accused me of overreacting and assured me they will have it signed and notarized by Tuesday	BR	0.60	\$300.00	\$180.00
Service	02/24/2023	Call with Plaintiffs over settlement agreement terms	EM	0.60	\$125.00	\$75.00
Service	02/27/2023	Call with plaintiffs over settlement agreement	EM	0.30	\$125.00	\$37.50
Service	02/27/2023	Email correspondence w de counsel - have not received defendants signed copy	BR	0.30	\$300.00	\$90.00
Service	02/27/2023	Draft notice of voluntary dismissal against Raymond Lopez	BR	1.00	\$300.00	\$300.00
		In firm communication over filing issues				
Service	02/28/2023	Draft cheeks letter	BR	1.00	\$300.00	\$300.00
Service	02/28/2023	In firm communication	BR	0.30	\$300.00	\$90.00
Service	02/28/2023	Organize for filing	EM	0.30	\$125.00	\$37.50
Service	02/28/2023	Email correspondence w de counsel - we missed the deadline - my "overreaction" last week was warranted	BR	0.60	\$300.00	\$180.00

Service	03/01/2023	Email correspondence w de counsel - received the agreement signed - still missing notarized confessions	BR	0.60	\$300.00	\$180.00
Service	03/01/2023	Review court order Draft letter response In firm communication	BR	1.00	\$300.00	\$300.00
Service	03/02/2023	Email followup for confessions	BR	0.10	\$300.00	\$30.00
Service	03/03/2023	Email correspondence w de counsel - deadline plaintiffs gave defendants on filing	BR	0.30	\$300.00	\$90.00
Service	03/03/2023	Prepare docs for filing. In firm communication	BR	0.30	\$300.00	\$90.00
Services Subtotal						\$38,829.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/02/2018	Expense for binding courtesy copy of Opposition Motion for Judge Daniels Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$10.88	\$10.88
Expense	07/25/2018	Filing Fee Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$400.00	\$400.00
Expense	07/27/2018	Process Server - service on ELGParking Inc. Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$64.00	\$64.00
Expense	08/03/2018	Process Server - service on Bishop Joseph Alexander Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$50.00	\$50.00
Expense	08/03/2018	Process Server -service on Steven Rosenberg Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$50.00	\$50.00
Expense	08/03/2018	Process Server - service on Raymond Doe Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$50.00	\$50.00
Expense	12/29/2020	Court Reporter Fee Court Reporter Fee for deposition of defendant Miguel Baez Duran et al v. E L G Parking Inc. Resp Lawyer: MF	1.00	\$782.25	\$782.25
Expenses Subtotal					\$1,407.13
Subtotal					\$40,236.63

Total \$40,236.63